

H-L-V CSD H-L-V EA

7/1/2006 6/30/2007

## 2006-2007 MASTER CONTRACT

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ARTICLE I PREAMBLE

Chapter 20 of the Code of Iowa requires public employers to bargain with their employee organizations if the organizations officially request such bargaining to occur and if they meet the requirements for bargaining established in Chapter 20 of the Iowa Code. It is because the HLV Education Association has decided to exercise its right under Chapter 20 of the Iowa Code to collectively bargain that this labor relations agreement between the HLV Education Association and the HLV Board of Education has been adopted.

ARTICLE II RECOGNITION

- A. Unit -- The Board of Education of the HLV Community School District hereby recognizes the HLV Education Association as an affiliate of the Iowa State Education Association and the National Education Association as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 332) issued by the PERB on the 29th day of August, 1975. The unit described in the above certification is as follows:

INCLUDED: All full-time and regular part-time professional personnel, including but not limited to classroom teachers, guidance counselors, librarians, special education teachers, special resource staff, department heads, administrative assistant, and media specialist.

EXCLUDED: Superintendent, principals, teacher aides, nurses, all non-professional employees, and all those excluded by Section 4 of the act.

B. Definitions

1. The term "Board", as used in this agreement, shall mean the Board of Education of the HLV Community School District or its duly authorized representatives.
2. The term "employee", as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as define and certified by the PERB.
3. The term "Association", as used in this agreement, shall mean the HLV Education Association or its duly authorized representative.

## ARTICLE III      GRIEVANCE PROCEDURE

### A. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### B. Purpose and Procedure

The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of a teacher or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step.

The time limits may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his or her representative shall be conducted as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff. The Board shall solely determine whether an interference has occurred under this paragraph.

All grievances must be presented within five (5) working days of the date of occurrence of the event giving rise to the grievance.

Every employee covered by this Agreement and/or the Association shall have the right to present grievances in accordance with these procedures.

#### 1. First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and the appropriate building principal. If requested by the allegedly aggrieved employee, the recognized association representative may be present at this informal discussion.

#### 2. Second Step

If a grievance is not resolved informally at the first step, the aggrieved employee and/or the Association shall file the grievance in writing with the building principal within five (5) working days after the informal conference with the building principal. The

written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested, if such a remedy is to be considered in the grievance process.

Within five (5) working days after the principal receives the written grievance, a meeting at the mutually agreeable time shall be held with the aggrieved and his/her representative, if requested, to discuss the alleged grievance and attempt to resolve same.

The principal, or other Board representative, shall render such decision and communicate it in writing to the aggrieved employee or the Association and the superintendent within five (5) working days following the meeting between the principal and the aggrieved.

3. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the superintendent and/or his representative. Within ten (10) working days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, the superintendent, and/or his representative shall meet in an attempt to resolve the grievance. The superintendent and/or his representative shall file an answer within ten (10) working days of the third step grievance meeting and communicate it in writing to the aggrieved and to the principal.

4. Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial binding arbitration. Only grievances which have been processed through the preceding steps of this procedure shall be submitted to binding arbitration as provided below:

- a. The grievant and/or her/his representative shall submit, in writing, a request to enter into binding arbitration. In order to have this request considered, it must be filed by either the grievant and/or her/his representative within ten (10) working days after the step three grievance decision has been issued by the superintendent
- b. The arbitration proceedings shall be conducted by an arbitrator which will be selected within five (5) working days after a grievance arbitration notice has been received by the superintendent. If the two parties fail

to agree on an arbitrator within five (5) working days, the Federal Mediation & Conciliation Service (FMCS) shall be requested to provide a panel of five (5) arbitrators. This request to FMCS shall be in the form of a written communication from the grievant and/or her/his representative and shall state that the list of arbitrators shall be sent to the superintendent of the school district. After the list of arbitrators has been received by the superintendent, the two parties shall discuss the names on the list and alternately strike one name at a time from the list until only one name remains. The remaining name shall be the arbitrator

- c. The decision of the arbitrator shall be submitted in writing to both the grievant or her/his representative and to the superintendent of the school district within twenty (20) working days following the conclusion of the hearing or the submission of briefs by the parties, whichever is later. This requirement to have the grievance arbitration decision completed within twenty (20) working days by the arbitrator can be extended only by mutual agreement.

The decision of the arbitrator shall be binding on the parties. In reaching her/his decision, however, the arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have the power only to apply and interpret the provisions of the Agreement to the issue being raised by the grievant and/or her/his representative.

Each party shall bear its own costs and expenses for the arbitration proceedings with the exception of the fee of the arbitrator which shall be shared equally by the employer and the grievant.

#### C. Year-End Grievance

In the event a grievance is filed at such time it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure up to Step 4 may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

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GRIEVANCE REPORT

# \_\_\_\_\_

\_\_\_\_\_  
Date Filed

|                          |   |
|--------------------------|---|
| _____ School Dist.       | <u>Distribution of Form</u>                   |
| _____ Building           | 1. Association (at the<br>option of grievant) |
| _____                    | 2. Employee                                   |
| Name of Aggrieved Person | 3. Appropriate Supervisor                     |
|                          | 4. Superintendent                             |

LEVEL II

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Contract Allegedly Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
Signature of Principal  
or Immediate Supervisor

\_\_\_\_\_  
Date

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person      Date Received by  
Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent or Designee      Date

\*\*\*\*\*

LEVEL IV

A. \_\_\_\_\_  
Signature of      Signature of Association President  
Aggrieved Person      (With Approval of Association)

B. \_\_\_\_\_  
Date Submitted      Date Received by Arbitrator  
to Arbitration

C. Disposition and Award of Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator      Date of Decision

## **ARTICLE IV      INSURANCE**

- A. A cafeteria insurance plan will be offered by the school district to be used by qualified employees. The school district will provide the following insurance options:
1. Full-time certified employees hired by the district prior to April 1, 1992 who qualify will be provided with a fully paid family health insurance plan which provides comprehensive coverage and major medical benefits. The employees who elect this health insurance option will have no other options available within the cafeteria insurance plan.
  2. Full-time certified employees hired by the district after April 1, 1992 who choose a family insurance plan will be provided with a cafeteria insurance plan with a total payment by the district of \$1,030 per month during the 2006-2007 school year. Any funds not utilized in the cafeteria insurance plan will be paid to the employee in cash.

Employees of the district prior to April 1, 1992 also have the option to elect this family cafeteria health insurance plan. Any employees of the district hired prior to April 1, 1992 who elect this cafeteria health insurance plan, however, would be required to stay on this cafeteria health insurance plan in future years.

3. Full-time certified employees hired by the district who choose a limited family health insurance plan (employee plus spouse or employee plus child), if offered in the school's cafeteria insurance plan, will be provided with payments as follows:

|                 |                      |
|-----------------|----------------------|
| \$840 per month | Employee plus Spouse |
| \$726 per month | Employee plus Child. |

Any funds not utilized in the cafeteria insurance plan for limited family insurance plans (employee plus spouse, employee plus child) will be paid to the employee in cash.

4. Full-time certified employees who take single health insurance coverage in the cafeteria insurance plan will receive \$530 per month to utilize in the cafeteria insurance plan during the 2006-2007 school year. Any funds not utilized in the cafeteria insurance plan will be paid to the employee in cash.
5. Full-time certified employees who take no health insurance will have \$380 per month to utilize in the cafeteria insurance plan during the 2006-2007 year. Any funds not utilized in the cafeteria insurance plan will be paid to the employee in cash.
6. Full-time certified employees hired by the district beginning in contract year 2004-2005 will receive \$700 per month to be used in the school's cafeteria insurance program. Each full-time certified employee will be required to take at least some type of single health insurance plan offered by the school district. Any funds not utilized in the cafeteria insurance plan will be paid to the employee in cash.



7. Employees of the district who were on the single health insurance plan as of April 1, 1992 would be eligible to elect fully paid family health insurance or the cafeteria health insurance program paid at the appropriate monthly rate when it would become necessary for them to have family health insurance coverage. Any employee who would elect the cafeteria insurance program, would be required to stay on this insurance program in the future.
8. Part-time certified employees who are contracted one-half time or more will receive payments with the board contribution being prorated on the equivalency of full-time status. Part-time employees will participate in the insurance program only if permitted by the insurance carrier. The Board has no obligation to furnish insurance for part-time certificated staff if the insurance carrier does not provide coverage for said classifications of employee.

Part-time employees may choose one of the benefit options explained above.

B. Coverage -- The insurance program explained above will be available for twelve (12) consecutive months while the employee is under contract. Employees new to the district shall have the option to be covered by health insurance no later than the first day of September provided they begin work on or before this date or on the date previous insurance coverage terminates if after September 1.

C. Continuation

1. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above-mentioned benefits shall continue throughout the balance of the school year.
2. Employees on paid leave shall continue to have Board contributions made according to the level described above.
3. Employees on nonpaid leave for one month or longer shall have the option to continue participating in the school district health insurance program by paying the full monthly premiums themselves prior to the date when the monthly insurance premium is paid by the school district.

D. Disability insurance will be provided at the district's expense for certified employees who are normally included in the insurance carrier's contract.

## **ARTICLE V     HEALTH PROVISIONS**

- A. A physical examination shall be required of each employee upon her/his initial appointment before assuming her/his position.
- B. Reimbursement for district-required physical examinations will only be provided by the HLV Community School District if the employee does not reach her/his major medical deductible limit. If the employee does not reach her/his major medical deductible limit, the school district will reimburse the employee for the unpaid portion of a district-required physical examination up to a maximum of \$80.

It will be the responsibility of the individual employee to prove to the school district that he/she did not meet her/his major medical deductible limit in order to qualify for the \$80 maximum physical examination reimbursement. The meeting of the major medical deductible limit requirement may be waived by the Board of Education or the Superintendent of Schools for a new employee.

## **ARTICLE VI     SAFETY PROVISIONS**

### **A. Employee Facilities**

The Board will make reasonable provisions for the safety and health of the employees at the school during the hours of their employment.

### **B. First Aid**

A first aid kit will be available in the school complex for first aid treatment of employees.

### **C. Use of Reasonable Force**

An employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; for the purpose of self-defense; or for the protection of persons and property.

### **D. Employee Equipment**

A lockable storage area will be made available to the employee for storage of small personal items.

**ARTICLE VII      PERSONAL ILLNESS OR DISABILITY LEAVE**

**A. Sick Leave**

All employees shall be entitled to sick leave as provided by the Statutes of Iowa in the following minimum amounts:

First Year of Employment --- 10 days

Second Year of Employment -- 11 days

Third Year of Employment --- 12 days

Fourth Year of Employment -- 13 days

Fifth Year of Employment --- 14 days

Sixth Year & Subsequent Year of Employment -- 15 days.

The sick leave amounts shall take effect on the first official day of the school year regardless of whether or not the employee is able to report for duty on that day, if such failure to report for duty is due to sickness or injury. Accumulated sick leave and credited current sick leave shall not total more than 125 days.

**B. Additional Sick Leave**

An employee may apply to the Board for up to 10 days of additional sick leave during the first year of employment at HLV in case of extended serious illness or injury. Such additional special leave shall be upon the recommendation of the doctor to the Board and shall be in addition to the regular first year sick leave and shall not be carried over to future years.

**C. Employee Return to Work**

An employee returning to work after serious illness or injury may be required by the Board to undergo a medical examination to determine whether he/she is physically and mentally qualified to return to work. The school district will pay up to \$75 for this physical examination provided the physical is completed by a physician acceptable to the school district and, furthermore, that the physical examination meets the requirements established by the Board of Directors and/or the Superintendent of Schools. The employee may be required to charge the physical to the district's health insurance program before receiving any of the \$75 reimbursement.

## **ARTICLE VIII      TEMPORARY LEAVES OF ABSENCE**

### **Section A: Personal Leave**

All full-time certified employee shall be granted two days of personal leave per year. Employees shall apply in writing to the Superintendent five (5) work days prior to the request for the personal day. Personal days cannot be used to extend holidays or vacation or be used on an inservice day. Personal leave cannot be used the first or last five days of the work year. A maximum of two employees will be granted personal leave on any one day.

All of the above requirements will be enforced for the usage of personal leave by employees unless a waiver of any of these requirements is approved by the Superintendent.

### **Section B: Emergency Leave**

Full-time certified employees may be granted a maximum of two days without loss of pay in order to conduct emergency business that cannot be conducted when school is not in session. Items that could be considered under this leave section would include the following:

1. Conferences with legal officials
2. Meetings with attorneys
3. Conferences with financial and/or tax consultants
4. Meetings with professional personnel regarding issues of personal and/or family importance. These meetings would include conferences with physicians, psychologists, social workers, etc.
5. Other items identified as emergency leave by the superintendent of schools.

In order to qualify for leave under this provision of the contract, an employee must file a request with the superintendent of schools as soon as the employee becomes knowledgeable of the emergency situation.

In making her/his decision regarding whether or not the requested leave will be approved, the superintendent will consider the following factors:

1. Whether or not the reason stated in the leave request meets the criteria as established in this section
2. Whether or not the request was made in a timely manner by the employee
3. Whether or not the proposed leave would adversely affect the continuity of instruction within the district
4. Whether or not a qualified substitute would be available.

The superintendent shall notify the employee of her/his decision regarding the leave request as soon as it is possible for her/him to do so.

The superintendent is authorized to waive any of the timelines listed in this section of the contract. Any waiver of the timelines by the superintendent is not precedent setting under this contract agreement.

Section C: Professional Leave

Each employee may use up to two (2) teaching days per year in attending professional meetings in her/his field with actual expenses paid by the district provided a certified substitute teacher acceptable to the school administration is available to serve in a substitute teaching capacity for the employee requesting professional leave. Meetings beyond this with expenses paid by the district will be subject to the Superintendent's approval. Payment for registration fees for professional leave will not exceed a total of \$300 per year. Expenses shall consist of transportation, lodging when necessary, and reimbursement for meals up to a maximum of \$17 per day. The reimbursement for meals will only be provided if appropriate receipts are provided to the school district's central office. If an employee had paid a registration fee for a professional meeting after having both the professional leave day and the registration fee amount approved and later was told by the school district that he/she could not attend the meeting, the school district would reimburse the employee for any portion of the registration fee that would not be refunded by the company or organization who was sponsoring or organizing the meeting. It is understood that in order for any refund of a registration fee to occur, the school district must have first approved both the professional leave request and the specific registration fee payment.

The fees referred to in the above paragraph shall not be prorated for part-time employees unless the part-time employees are also employed by another school district(s). If joint employment does occur, the Superintendent shall determine the expense amounts that will be paid by the HLV District.

A written request shall be filed with the Superintendent ten (10) working days in advance of said leave date. The Superintendent shall respond no later than five (5) working days prior to said leave date relative to the disposition of the request. The timelines listed in the previous sentence may be waived by the Superintendent of Schools if he/she deems such action to be appropriate.

It is also understood that a decision regarding whether a professional meeting applies to an employee's field of employment is made by the school administration.

Section D: Jury and Legal

An employee who is called for jury service or for court appearance under subpoena (excluding cases in which he/she is a party, except those cases involving legal and authorized acts within the scope of her/his contractual duties), shall be excused from work on the day on which

he/she serves and is required to appear. He/She shall receive for each day of jury service or subpoenaed appearance for which he/she would have been otherwise scheduled to work her/his regular pay allowance. Any allowance received from other sources for performance of jury service would be deducted from her/his regular pay allowance.

#### Section E: Bereavement and Other Absences

1. Up to five (5) days absence shall be allowed for each death in the immediate family without loss of salary. The immediate family shall be defined as follows: Wife, husband, son, daughter, brother, sister, mother, father, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, niece, nephew. In case there is another relative or friend living in the immediate family, this information must be filed in the superintendent's office at the beginning of each school year.

2. An employee who is absent for attending a funeral due to the death of another in-law, grandparents of a spouse, aunt or uncle, shall have a salary adjustment as follows:

- First day of such absence per death = no salary deduction
- Second through fifth days of absence per death = cost of substitute's salary shall be deducted
- All days thereafter = total of teacher's daily salary shall be deducted.

3. When absent for attendance at other funerals, after prior notification and approval of the superintendent, the employee shall have the amount of the substitute's salary deducted.

4. An employee who remains at home for the sole purpose of caring for a sick member of the family or when absent because of critical illness of the immediate family as defined in one (1) above, shall have a salary adjustment as follows:

- First through third days of such absence per year = no salary deduction
- Fourth and fifth days of absence per year = cost of substitute's salary shall be deducted
- All days thereafter = total of teacher's daily salary shall be deducted.

#### Section F: Association

Up to two (2) days shall be made available to the Association for their named representative(s) to conduct association business.

Section G: Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay or benefits during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa.

Section H

An employee who uses no more than a total of three (3) leave days described in Articles VII, VIII, IX, and X of the HLV Master Contract, excluding professional leave, will receive an additional payment of \$250 at the end of the fiscal year. If a part-time employee does not use more than three (3) leave days as described in Articles VII, VIII, IX, and X, excluding professional leave, he/she will receive a portion of the \$250 additional payment based upon her/his contract length (ex. A 75% FTE employee would receive 75% of this total payment, or \$187.50).

**ARTICLE IX      EXTENDED LEAVE OF ABSENCE**

A "leave of absence" without salary may be approved by the Board of Directors for not more than one (1) calendar year duration. An extension may be granted in unusual or extenuating circumstances at the discretion of the Board of Directors, by petition through the Superintendent of Schools.

A "leave of absence" is granted without loss of accumulated sick leave or improvements in the salary schedule. A "leave of absence" may be granted with full increment advancement for education, travel, and special education assignments. No increment advancement will be granted for illness or other types of leave which may be approved.

A "leave of absence" may be granted by the Board of Directors for the following purposes:

1. Ill health after paid sick leave benefits have been exhausted. In order to apply for extended leave under this provision, a statement from a medical doctor must be filed with the Superintendent of Schools which both explains the illness of the employee and indicates that a leave of absence is necessary because of the illness
2. Advanced professional training, education or travel considered pertinent and significant to the professional skills and competency of the employee and of value to the school district.

When the items in this paragraph are considered, it must be understood that proof of either of the items mentioned in numbers 1 and 2 above will not automatically result in an employee being granted a leave of absence.

Each leave request will be considered on its own merits by the Board of Education. The Board, in its sole discretion, will determine if the proposed leave is in the best interest of the school district.

If a certified employee is granted a leave of absence, he/she will be guaranteed a position in the HLV Community School District with written request for reassignment to active duty. This request shall be filed by April 1 during the leave year with the Superintendent of Schools. Failure to file written application by April 1 voids the guarantee of position. The above mentioned guarantee is subject to the following terms:

- A. The individual does not accept full-time employment while on leave of absence. This stipulation does not apply to employees granted a leave of absence for military service.
- B. Individual is able to perform all duties required of her/his position satisfactorily at the time the request for reassignment is initiated and at the time of reassignment.

This guarantee is not to be interpreted as a guarantee that an individual will be placed in the same position that was vacated at the time the leave of absence was approved.

The Board of Directors may grant a provisional leave of absence for circumstances not set forth above. A provisional leave of absence contemplates an opportunity for the employee to be reinstated at the discretion of the Board.

Failure of an employee to return to work at the end of an authorized leave of absence period, will automatically terminate the employee's relationship with the Board, unless the Board determines otherwise.

#### **ARTICLE X     PARENTAL LEAVE OF ABSENCE**

- C. A maternity leave of absence will be permitted and must be taken by any female employee who becomes pregnant. Separation dates for pregnancy leave are established individually with each employee. At the end of the fourth month and at monthly intervals thereafter, if she desires to continue work, the pregnant employee shall furnish the Superintendent, or her/his designee, a statement from her attending physician confirming that she is able to continue on her work assignment. Such information shall remain confidential until mutually agreed upon by employee and Superintendent.

Her leave of absence will commence on the date her attending physician considers it advisable that she no longer work. The employee will make every reasonable effort to inform the Superintendent as far in advance as possible of her pregnancy leave separation date.



At monthly intervals after delivery, the employee shall furnish the Superintendent or her/his designee with a statement from her attending physician advising the Board of the employee's physical condition and possibly the date of return. Sick leave benefits will be paid for maternity leave of absence for period medically indicated, not to exceed the employee's number of accumulated sick leave days. Such leave shall expire when such attending physician verifies that the employee is physically able to return to work. Upon returning to work, the employee shall assume all previous rights and privileges whenever possible. Any extended provision after such date will be without compensation or paid benefits, but in no event shall any maternity leave of absence exceed more than twelve consecutive months.

B. Adoption Clause

In case of child adoption, the female and/or male employee will be granted the use of a maximum of ten (10) days leave for acclimation of child, (two days with pay; third through tenth days, substitute's pay to be deducted). After this time an extended leave of a maximum of six (6) months shall be granted to the employee upon Board approval. Such leave will be without pay.

C. Parent Leave

Each male employee will be allowed five (5) days leave upon becoming a parent, (first day with pay; second through fifth days, substitute pay is to be deducted).

**ARTICLE XI      EMPLOYEE WORK YEAR**

A. In-School Work Year

The in-school work year for regular contract employees shall not exceed 190 days unless additional days are required by the State of Iowa. In addition, new personnel may be required to attend one additional day of orientation. It is understood that the school district may schedule a maximum of fifteen (15) inservice days/work days in addition to either the 190 days or the minimum number of days established by the State discussed earlier in this paragraph. Payment for any days of required attendance in excess of 190 days (191 days for new employees) or the minimum number of required days as established by the State of Iowa will be made at the per diem teaching salary rate for each teacher as established on the salary schedule that is included in this document.

**B. Definition of In-School Work Year**

The in-school work year shall include days when pupils are in attendance, orientation days and other days on which employee attendance is required.

The regular contract shall include the following holidays: Labor Day, Thanksgiving, Christmas Day and New Year's Day. No employee shall be required to perform duties on these holidays.

Good Friday shall not be scheduled by the administration and/or Board of Directors as a regular day of school. It may be used by the administration and/or Board of Directors, however, if it is necessary to make up a day of school that was lost because of inclement weather or other reasons.

**ARTICLE XII EMPLOYEE HOURS AND LOAD**

**A. Work Day ... Arrival and Dismissal Time:**

All full time employees covered under this contract will be available in their building for an eight hour work day including lunch period. Part-time employees' working hours will be set by the appropriate principal.

The regular work day shall be from 8:00 A.M.-4:00 P.M.. An employee will be allowed to apply for a 7:45 A.M.-3:45 P.M. flexible work day schedule on a semester basis. This flexible schedule would need to be approved by either the school principal or the school superintendent. If an employee's flexible schedule request is approved, the employee will be allowed to follow this flexible schedule except for days when said teacher is to attend meetings between the 8:00 A.M.-4:00 P.M. regular work day. Any employee who has a flexible work day of 7:45 A.M.-3:45 P.M. approved must attend all meetings scheduled by any school administrator that are held during the 8:00 A.M.-4:00 P.M. regular work days.

All school personnel shall notify the principal, or principal's office, as directed, when necessary to be absent from the building during the day.

Employees will be allowed to leave work on Fridays after the regular student dismissal time of 3:30 P.M.. Employees will be allowed to leave work on days preceding holidays or vacations at the close of the pupil's day unless teacher inservice has been scheduled. Any teacher inservice scheduled on a day preceding a holiday or vacation day could not extend beyond 2:30 P.M..

If an employee agrees to substitute for another teacher during the employee's break time at the request of an administrator, this employee will be permitted to leave school on that day at 3:35 P.M. The employee will only be granted this early dismissal privilege if the employee is not being otherwise compensated for this substitute work.

B. Lunch Periods

Employees may leave the building without requesting permission after prior notification during their scheduled duty-free lunch periods and with permission during their break time.

C. Meetings

1. Faculty & Other – Employees may be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty meetings called by an administrator an average of one meeting each month. Such meetings shall be completed by 5:00 P.M. If additional time is needed, students shall be dismissed early. Meetings will not be called on Fridays or on any day immediately preceding any holiday or other day during which teacher attendance is not required at school. Parent-teacher conference days are an exception to this and will be established on the school calendar.
2. Notice – A notice of all staff meetings referred to in number one above shall either be posted or provided to staff at least two (2) days prior to said meeting, except in an emergency, if the meeting is scheduled to continue after 4:00 P.M.. If any staff meeting is scheduled to be concluded by 4:00 P.M., the two (2) day advance notice requirement discussed in this section of the contract is not required.

D. Break Time

Classroom employees shall have break time during which they shall not be assigned to any other duties as follows:

1. Elementary School: Forty minutes average daily over a three-week period
2. Secondary School: Exclusive of the time before and after student classes begin and end each day, one period will be provided for secondary teachers
3. Elementary/Secondary: Teachers who teach in both the elementary and secondary attendance centers will receive a minimum 225 minutes per week.

Break time is to be used by the teachers for classroom preparation.

If an employee agrees to substitute for another teacher during the employee's break time at the request of an administrator, this employee will be compensated at the one period substitute teacher pay rate currently in use by the school district. This substitute payment will be made unless the employee chooses to utilize the early dismissal privilege described in Section A of Article XII. If the employee chooses the early dismissal option, the compensation described in this section of the contract will not be paid.

**ARTICLE XIII     REDUCTION OR REALIGNMENT OF STAFF**

- A. When a reduction in employees is deemed necessary by the Board, the procedure set forth in this Article shall be followed.
- B. The Board will first determine the number of employees to be laid off and then, in consultation with the Superintendent and such other administrators as may be appropriate, will determine the individual employees to be laid off in accordance with the following steps:
  - Step 1: Normal attrition resulting from employees' retiring or resigning
  - Step 2: All staff who have emergency or temporary certification.Following consideration of the two priority items mentioned previously, the following additional considerations shall be considered:
  - Seniority
  - Results of past performance evaluations
  - Employee's breadth of certification and preparation.
- C. Any employee whose position is to be reduced under the provisions of this Article shall be notified of this possible action by the Superintendent of Schools no later than the termination notification date established in Section 279 of the Iowa Code.
- D. Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Board for the available vacancies. In the event two or more employees who are qualified to fill vacancies were laid off on the same date, the Board shall select the employee to fill the vacancy by taking into account the factors set forth in this section.

- E. An employee selected for recall will be informed by the Board of her/his re-employment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within ten (10) calendar days after an employee receives notice of re-employment, he/she must advise the Board in writing that he/she accepts the position offered in such notice, and he/she will be able to commence employment on the date specified in such notice. Any such notice shall be considered received by the employee when mailed registered mail, return receipt requested to the last known address of the employee in question as shown on the school district's records. It shall be the responsibility of each employee on layoff to keep the district advised of her/his current address. Any and all re-employment rights granted to an employee shall terminate upon such employee's failure to accept within ten (10) calendar days any position offered to her/him.
- F. An employee shall retain her/his rights to re-employment after a layoff for a period of two (2) school years following the date of the layoff. In order to qualify for this two-year re-employment status, however, the affected employee shall file a yearly letter with the Superintendent of Schools indicating her/his interest in re-employment in the HLV District. If this letter is not filed by April 1 for the upcoming school year, the re-employment protections provided under this section of the contract will not be applicable.
- G. Any employee who voluntarily transfers to an administrative or supervisory position and who in a subsequent year returns to former status, shall be entitled to retain such rights as may have accrued under this agreement prior to such transfer.

#### **ARTICLE XIV     EMPLOYEE EVALUATION PROCEDURE**

- A. An HLV administrator shall acquaint each new HLV certified employee with the evaluation procedures followed by the school district before the employee is formally evaluated. This explanation of the evaluation process may be done either in a group meeting or individually.

- B. The performance of all professional staff members in their first and second years will be formally evaluated a minimum of two (2) times each school year and as deemed practical and necessary by the Administration.
- C. The first formal observation of an employee conducted during the school year shall be conducted with full knowledge of the employee. The evaluator shall have a meeting with the employee within eight (8) working days following this formal classroom observation.

Any additional formal observation(s) of the employee will not require any advance notice to the employee. The evaluator shall have a meeting with the employee within eight (8) working days following any additional observation(s). Additional observations cannot be made until the evaluator holds a meeting with the employee regarding the first observation.

- D. Copies of such written evaluations shall be submitted to the superintendent and/or the Board of Education in such manner and at such times as may be determined by the superintendent and/or the Board of Education.
- E. The building principal or appropriate supervisor shall provide two copies of the evaluation instrument; one for the employee and one for the employer, after each observation for which a written report was prepared.
- F. The employee shall have the right to submit an explanation or other written statement regarding any evaluation for inclusion in her/his personnel file. Any written statement by the employee shall be made within five (5) days of the evaluation conference.

Any employee who disagrees with the evaluation report may appeal the accuracy and fairness of the report and accompanying recommendations to Steps 2 and 3 only in the Grievance Procedure.

References made in this section of the contract to Steps 2 and 3 of the Grievance Procedure refer to the second and third steps of the Grievance Procedure as described in Article III of this agreement.

- G. The above provisions deal with but a single method of employee evaluation, i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of employee's assignments outside the classroom in a fair and appropriate manner.

## **ARTICLE XV INVOLUNTARY TRANSFERS**

### **A. Definition**

The involuntary movement of an employee to a different teaching position shall be considered involuntary transfer.

### **B. Transfer Procedures**

No position shall be filled by means of involuntary transfer if there is a qualified volunteer presently employed by the HLV Community School District available to fill said position if said volunteer is acceptable to the Superintendent and Board. This decision of the Superintendent and/or Board is nongrievable under this contract. (The nongrievability applies to Section B of Article XVI.) Notice of an involuntary transfer shall be given in writing to the transferred employee as soon as possible.

An involuntary transfer may be made in cases of emergency, to prevent undue disruption, or to improve the instructional program of the HLV Community School District as determined by the Superintendent and/or the Board. In the event that an employee objects to the transfer and the objection cannot be resolved, the employee may appeal the involuntary transfer at the appropriate level of the grievance procedure. Should any grievance ever be pursued to arbitration under this provision, the arbitrator shall not be empowered to order any remedy unless he/she finds that the transfer was made for arbitrary or capricious reasons rather than those derived from basis in fact.

The Association and individual employees recognize the Board's operational and managerial responsibilities in determining involuntary transfers of employees in the HLV Community School District.

## **ARTICLE XVI SENIORITY PROVISIONS**

When two or more employees desire the same position and their skill, health, ability, qualifications, and subject matter competence are equal in the judgement of the administration with Board approval, seniority will prevail in the making of the assignment.

**ARTICLE XVII PAYROLL DEDUCTIONS**

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities and group health insurance, and donations to the HLV Citizens' Scholarship Foundation (HLV CSF). One other group deduction may be made if mutually agreed upon by the Board and the employee group.

**ARTICLE XVIII WAGES & SALARIES**

**A. Schedule**

The salary of each employee covered under the regular salary schedule will be computed from a 2006-2007 base figure of \$24,975. A copy of the \$24,975 schedule is attached hereto and made a part of this agreement.

**B. Placement on Salary Schedule**

Each employee shall be placed on step commensurate with her/his experience or as mutually agreed upon at the time of employment. In addition, a new employee shall be required to provide a copy of her/his most recent transcript for placement in the appropriate educational lane.

**C. Advancement on Salary Schedule**

1. Increments: Employees on the regular salary schedule may be granted one increment, or vertical step, on the schedule for each year of service successfully completed until the maximum for their education classification is reached. (See No. 4 below.) A year of service consists of employment in the HLV District for 90 consecutive teaching days or more in one school year
2. Educational Lanes: Horizontal movement on the salary schedule above the BA level is achieved by the acquisition of approved graduate hours toward an advanced degree, hours in one's teaching field as determined by the employee and superintendent, or such other hours as approved in advance by the superintendent.

For an employee to advance from one educational lane to another, he/she shall notify the superintendent of her/his intent to move horizontally on the salary schedule by March 1 of the preceding school year before such salary change would take effect. He/She would also be required to present the



superintendent with proof of the reception of graduate credit by September 30 of the contract year in order to receive payment for this horizontal lane change. Presentation of approved graduate credit prior to September 30 would result in retroactive pay adjustments made to the beginning of the school year.

If an employee is advised that he/she will be teaching in a totally new teaching area after the March 1 deadline, the deadline will be waived to permit possible horizontal advancement on the salary schedule if all of the other advancement criteria are met.

3. This schedule shall be interpreted as a guide for the setting of individual salaries and the issuance of contracts. Increments may be withheld if teacher performance does not merit an increase in the opinion of the principal and approved by the Board of Education. Teachers new to the HLV Community School District, either experienced or inexperienced, are considered to be on probationary status for the first two years of employment. Teachers will be notified by the principal by the end of the first semester of the areas where improvement is expected if the teacher is to be held without an increment.

If satisfactory improvement is noted, increment will be granted.

4. It is agreed by all parties that in the event a teacher desires to be released from a contract, the Board of Education will be reimbursed as follows:

--End of Contract Year to June 30 ..... \$200

--July 1 and After ..... \$350.

It is further agreed that a teacher's request to be released after signing a contract be for good cause, subject to a suitable replacement being found and subject to Board of Education approval. This section may be waived by the Board of Education when extenuating circumstances are present.

5. Pay Periods

Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. If the 20th day of the month falls on a Saturday, a Sunday or a holiday, the employee shall receive her/his monthly payment on the preceding work day. Payment shall be made either by the issuance of a payroll check or by direct deposit. The decision

regarding whether payroll checks or direct deposit is utilized will be made by the school administration or the Board of Education.

An employee will be able to receive her/his July and August payments on or about July 1 if the following criteria have been met:

- a. The employee has requested to receive her/his July and August payments by no later than April 1
- b. The employee has completed all of her/his contractual obligations for the work year prior to July 1. If an employee has a contractual obligation(s) on July 1, or after, he/she may receive her/his July and/or August payments upon completion of that contractual obligation(s) if the other requirements in this section have been met
- c. The July and August payments have been processed by the district prior to July 1.

If any of the above criteria are not met, distribution of July and August payments on or about July 1 will not occur.

6. Extended Contract

Salaries of employees on extended contract will be negotiated on an individual basis. Management has the right to grant extended contract days to individual employees and to determine the amount of work that is required from said employees in return for the extended contract payment(s).

It is also agreed that teaching telecommunications classes (classes over the ICN and ITFS systems) will result in extended contract payments to employees. The amounts employees will receive for teaching telecommunications classes are as follows:

Full Semester Course – \$500

Full Year Course – \$1,000.

D. Phase I and II Funds

Appropriate language regarding Phase I and Phase II funds is printed below the salary schedule.

E. National Board Certification

Any teacher who receives National Board Certification in her/his teaching area will be paid an additional \$500 during the school year. Proof of the National Board Certification must be provided to the school superintendent before the \$500 payment will be approved by the school district.

F. Teacher Compensation Funds

Teacher compensation funds will only be paid to staff members if received by the school district. Equal distribution will be used for the payment of these funds after the acquired minimum salary levels have first been paid to eligible teachers. If the payment received by the teacher to reach one of these salary minimums is less than the amount received by other teachers, the equal payment amount will be adjusted so that the teacher under the salary minimum will receive at least the same amount as teachers will receive under the equal distribution process.

## 2006-2007 SUPPLEMENTAL SALARY SCHEDULE

The HLV basic salary schedule will apply to the normal teaching load and the normal extracurricular duties expected of a teacher. For those duties and responsibilities over and above a normal teaching load for a teacher, the following compensation will apply:

Extra compensation is based on a percentage of the beginning base pay for a BA degree. When percentages are calculated, they will be rounded to the nearest dollar.

|  | Percentage Paid After<br>Five Years of Consecutive<br>Service in Named Position |
|--|---|
| 1. <u>High School Head Coach:</u>  |   |
| a) Football -- 12%   | 13%   |
| b) Boys Basketball -- 12%  | 13%   |
| c) Girls Basketball -- 12%   | 13%   |
| d) Baseball -- 11.5%   | 12.5%   |
| e) Summer Girls Softball -- 11.5%  | 12.5%   |
| 2. <u>Assistant Coaches:</u>   |   |
| The salaries listed under this item are<br>paid for both fresh/soph and assistant<br>varsity coaching responsibilities |   |
| a) Football -- 10%   | 11%   |
| b) Boys' Basketball -- 10%   | 11%   |
| c) Girls' Basketball -- 10%  | 11%   |
| d) Softball & Baseball -- 8%   | 9%  |
| e) Volleyball -- 8%  | 9%  |
| f) Track -- 5.5%   | 6%  |
| 3. <u>Other Programs -- Head Coach:</u>  |   |
| a) Boys Track -- 8%  | 9%  |
| b) Girls Track -- 8%   | 9%  |
| c) Golf -- 8%  | 9%  |
| d) Girls Volleyball -- 11.5%   | 12.5%   |
| e) Cross Country -- 5.5%   | 6%  |
| 4. <u>Junior High Coach:</u>   |   |
| a) Boys Basketball -- 7%   | 7.5%  |
| b) Girls Basketball -- 7%  | 7.5%  |
| c) Boys Track -- 5.5%  | 6%  |
| d) Girls Track -- 5.5%   | 6%  |
| e) Football -- 6%  | 6.5%  |
| f) Assistant Football -- 4.5%  | 5%  |
| g) Volleyball -- 5.25%   | 5.75%   |

5. Other Responsibilities:

|  |   |
|--|---|
| a) Instrumental Music Position No. 1 -- 12%  | 13%                                     |
| b) Instrumental Music Position No. 2 -- 10% (if used)                                    | 11% (if used)                           |
| c) Vocal Music Director -- 9.5%  | 10.5%                                   |
| (Musical, Concerts, Contests)  |   |
| d) Play Director -- 7.5%   | 8%                                      |
| e) Annual Sponsor -- 3%  | 3.5%                                    |
| f) Newspaper Sponsor (War Chant) -- 3%   | 3.5%                                    |
| g) Sponsors of Authorized School Clubs   |   |
| 2.5% Per Club  | 3%                                      |
| h) Junior/Senior Prom &  |   |
| Banquet Supervisor -- 3.5%   | 4%                                      |
| i) Fall Sports Cheerleading Sponsor -- 8%  | 9%                                      |
| (Including competition squad)  |   |
| j) Winter Sports High School   |   |
| Cheerleading Sponsor -- 4.5%   | 5%                                      |
| Winter Sports Junior High School   |   |
| Cheerleading Sponsor - 3%  | 3.5%                                    |
| k) Concessions Director -- 5%  | 5.5%                                    |
| l) Set Director -- 2.5% Per Play. A decision   | 3% after 5 consecutive years            |
| will be made by the school administrator   |   |
| regarding whether or not a set director will   |   |
| be used for a specific play. If a set director   |   |
| is used, he/she will be paid the 2.5% increment  |   |
| m) Mock Trial -- 2.5% Each for the junior high   | 3% after 5 consecutive years of service |
| mock trial activity and the high school  |   |
| mock trial activity  |   |
| n) Speech Director -- 7.5%   | 8%                                      |
| o) Debate Director - 2.5%  | 3%                                      |
| p) Musical Director -- 7.5%  | 8%                                      |
| q) Ticket Selling, Ticket Taking and/or Supervision at Athletic Events Assigned by       |   |
| Management: 1 <sup>st</sup> Activity = No Pay; Subsequent Activities = \$20 Per Activity |   |
| r) National Honor Society -- 2.75%   | 3.25%                                   |

Summer programs and extra duties other than those stated above will be paid on a negotiation basis.

It is also understood that the supplemental salary language and the supplemental salary percentages in this section of the contract only apply to certified teachers who are employed by the HLV Community School District. A person who is hired only to coach by the HLV Community School District is not subject to the contract language or the salary percentages in this section of the contract.

It is also understood that the school superintendent has the authority to use the higher supplemental percentages (percentages paid after five consecutive years of service) to hire new extracurricular coaches or sponsors, if he/she deems such action to be appropriate.

| 2006-07 SCHOOL YEAR  |       |       |       |       |       |
|--|-------|-------|-------|-------|-------|
| HLV Community School District                                |       |       |       |       |       |
| \$24,975 BASE  |       |       |       |       |       |
|  |       |       |       |       |       |
|  | BA    | BA12  | BA24  | MA    | MA12  |
| 0  | 24975 | 25475 | 25975 | 26725 | 27225 |
| 1  | 25475 | 25975 | 26475 | 27225 | 27725 |
| 2  | 25975 | 26475 | 26975 | 27725 | 28225 |
| 3  | 26475 | 26975 | 27475 | 28225 | 28725 |
| 4  | 26975 | 27475 | 27975 | 28725 | 29225 |
| 5  | 27475 | 27975 | 28475 | 29225 | 29725 |
| 6  | 27975 | 28475 | 28975 | 29725 | 30225 |
| 7  | 28475 | 28975 | 29475 | 30225 | 30725 |
| 8  | 28975 | 29475 | 29975 | 30725 | 31225 |
| 9  | 29475 | 29975 | 30475 | 31225 | 31725 |
| 10   | 29975 | 30475 | 30975 | 31725 | 32225 |
| 11   | 30475 | 30975 | 31475 | 32225 | 32725 |
| 12   | 30975 | 31475 | 31975 | 32725 | 33225 |
| 13   | 31475 | 31975 | 32475 | 33225 | 33725 |
| 14   | 31975 | 32475 | 32975 | 33725 | 34225 |
| 15   | 32475 | 32975 | 33475 | 34225 | 34725 |
| 16   | 32975 | 33475 | 33975 | 34725 | 35225 |
| 17   | 33475 | 33975 | 34475 | 35225 | 35725 |
| 18   | 33975 | 34475 | 34975 | 35725 | 36225 |
| 19   | 34475 | 34975 | 35475 | 36225 | 36725 |
| 20   | 34975 | 35475 | 35975 | 36725 | 37225 |
| 21   | 35475 | 35975 | 36475 | 37225 | 37725 |
| 22   | 35975 | 36475 | 36975 | 37725 | 38225 |
| 23   | 36475 | 36975 | 37475 | 38225 | 38725 |
| 24   | 36975 | 37475 | 37975 | 38725 | 39225 |
| 25   | 37475 | 37975 | 38475 | 39225 | 39725 |
| 26   |       | 38475 | 38975 | 39725 | 40225 |
| 27   |       | 38975 | 39475 | 40225 | 40725 |
| 28   |       | 39475 | 39975 | 40725 | 41225 |
| 29   |       | 39975 | 40475 | 41225 | 41725 |
| 30   |       | 40475 | 40975 | 41725 | 42225 |
| 31   |       |       | 41475 | 42225 | 42725 |
| 32   |       |       | 41975 | 42725 | 43225 |
| 33   |       |       | 42475 | 43225 | 43725 |
|  |       |       |       |       |       |
|  |       |       |       |       |       |
| Only one vertical step is allowed on this schedule per year. |       |       |       |       |       |
| This salary schedule includes Phase I and Phase II funds.    |       |       |       |       |       |

## ARTICLE XIX COMPLIANCE & DURATION OF AGREEMENT

### A. Separability

Should any article, section or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### B. Printing Agreement

The Board of Education will share equally in the cost with the Association of printing the collective agreement after the parties have agreed to format and printing procedures

### C. Finality

The Board and the Association agree that this is the full and complete Agreement between the parties and the other shall not be obligated to bargain collectively during the duration of this Agreement. This does not preclude the right of the parties to bargain by mutual agreement amendments or additions to this Agreement.

### D. Individual Contracts

Individual contracts shall be consistent with the terms of this Agreement.

### E. Duration Period

The parties agree that this agreement shall become effective on July 1, 2006, and shall continue in full force and effect without change until June 30, 2007.

HLV EDUCATION ASSOCIATION

BY:

Michael Dickman

President

BY:

Julie Kennebeck

Chief Negotiator

HLV BOARD OF EDUCATION

Laurel Holley

President

William A. Lynch

Chief Negotiator